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US DISTRICT COURT
MID DIST TENN

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

NASHVILLE DIVISION

Timothy Charles Holmseth Plaintiff, vs. Levi Henry Page Alexandria Goddard Defendants,	Case No: 3:22-cv-00912 AFFIDAVIT OF ESCROW
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Plaintiff requests this Affidavit of Escrow be submitted into this case.

Very respectfully submitted,

Timothy Charles Holmseth



3:22-cv-00912

State of Minnesota - County of Anoka

Randi Erickson, a Notary Public commissioned for the State of Minnesota, does hereby certify that the following websites have been in her control (meaning in her name with Go-Daddy) and NO other person, except that of Timothy Charles Holmseth ("Holmseth") has ever accessed said websites www.writeintoaction.com and www.timothycharlesholmseth.com, "escrowed websites"

Said websites and Timothy Charles Holmseth*, are protected by the First Amendment of the United States Constitution and Article 1 of the Bill of Rights, Section 3, Liberty of the Press, Constitution of the State of Minnesota.

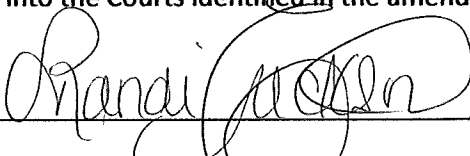
Since March of 2019, In response to the ongoing investigations and reporting of crimes against humanity by Holmseth through his investigative journalistic websites, Holmseth has been reporting the crimes against humanity, and is and has been since 2019, with E'Clause, LLC. Christopher E. Hallett, CEO of E'Clause, LLC was a joint task force member for the case Identified by receipt attached.

Randi Erickson receives no compensation for or within the websites. **Any** form of compensation found is directed to monetary accounts of Holmseth. Holmseth has also named this Notary in said case in the State of Tennessee.

Randi Erickson is a citizen of Minnesota. She is a licensed Florida real estate broker, Minnesota licensed abstractor, Minnesota commissioned notary public, former Tribunal Judge for the city of Blaine, Minnesota and a former city council member for the city of Nowthen, Minnesota. Randi Erickson has been the acting escrow agent/trustee of the websites, www.TimothyCharlesHolmseth.com and www.writeintoaction.com since March 2019, and is escrowing the historical events and evidence contained within those websites, which is memorializing the evidence of crimes against humanity in a chronological and abstract order.

Attached please find, an amended escrow agreement dated 11/10/2022. Craig Randall Sawyer, Robert Hamer and Kim L. Picazio among others are named in those cases.

As stated in this court identified as Document #19 (affidavit by Randi Erickson) No. 2 – Pursuant to MN Statute 359.085 Sub 4 – I hereby certify the electronic record is a full and true and accurate transcript and accounting of the websites and maybe offered into the Courts identified in the amended escrow agreement.


Randi Erickson, MN Notary commission 20049304
expires 1-31-2025

*Defendants' acts or threats are also indictable under Title 18 U.S.C. § 1512 (tampering with a witness), 18 U.S.C. § 1513 (retaliating against a witness), and 18 U.S.C. § 1951 (Hobbs Act extortion).

Amended Agreement of Escrow

Randi Lynn Erickson, as current escrow agent (since March 2019) for the websites of Timothy Charles Holmseth™ and Writeintoaction.com, for the 2 court cases -

1. under the Polk County MN Court Cases 60-CR-18-343; 60-CR-18-439; 60-CR-18-441; 60-CR-18-2074 and that of Broward County FL case DVCE11005919 – Kim Picazio vs Timothy Charles Holmseth

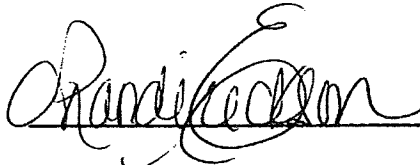
2. under Congressional Auditor Christopher E. Hallett under E'Clause, LLC – filed in Ocala FL Middle District (receipt attached)

hereby adds to the escrow the following additional court cases – (with the potential of more)

3. under Tennessee Middle District Court – Nashville Division – 3:22-cv-00912 (Receipt No. 34675067618)

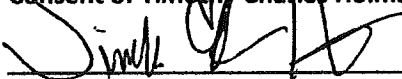
4. under MN United States Court for the District of MN 21-cv-2536 ECT/KMM and Anoka County Minnesota 02-CV-21-4500; 02-CV-21-4617 & 02-CV-21-4480

Said Escrow has been in effect since 2019 and shall continue until all cases (including an additional cases to be added by others (e.g. additional victims) have been heard in full

 11-10-22

Randi Lynn Erickson as escrow agent under agreement with Timothy Charles Holmseth, investigative journalists and Randi Erickson, escrow agent – under websites of TimothyCharlesHolmseth™ and Writeintoaction.com and others

Consent of Timothy Charles Holmseth

 11.10.22

Christopher E. Hallett

E- Clause

16852 SW 34 CT RD, Ocala, FL 34473, Ph (352)476-8460 edhallett@gmail.com

August 18, 2019

**LAWFUL NOTIFICATION OF PROCESS
CITING EMOLUMENTS VIOLATION (18 U.S.C. § 643)**

Re: Timothy C Holmseth, Case Numbers,
60-CR-18-343, 60-CR-18-439
60-CR-18-441, 60-CR-18-2074

**OFFICE OF THE PRESIDENT
THE WHITE HOUSE
1600 Pennsylvania Ave NW
Washington, DC 20500**

Mr President,

Please find, and refer appropriately, to the Department of Justice these case numbers as
Oversight against this obvious Sharia Law Sham Process is self evident.

Should the Department's current workload be prohibitive of this referral, also consider issuing a
Letter of Enforcement (MARQ) to permit this Office access to direct the U.S. Marshal's Office
to execute the Law while making sure these traitors are brought to Justice under the Letter of the
Law pursuant to Article 4, Section 4, and Article 1, Section, 9, Clause 8 of The Constitution of
The United States of America.

My Acting Agent (Kirk L. Pendergrass) and I, have already provided the attached Notice of
Process citing the absence of a Quorum (usurpation of Due Process) in response to the attached
correspondence from the East Grand Forks City Attorney's Office.

Respectfully Submitted,


Christopher E. Hallett (CEO)

Quod per recordum probatum non debet esse negatum.
What is proved by the record ought not be denied

STATE OF MINNESOTA

COUNTY OF POLK

DISTRICT COURT
CRIMINAL DIVISION
NINTH JUDICIAL DISTRICTSTATE OF MINNESOTA

Plaintiff, in err

vs.

Timothy-Charles Holmseth

Defendant, in err

Court File Nos.

60-CR-18-343

60-CR-18-439

60-CR-18-441

60-CR-18-2074

JUDICIAL ESTOPPEL*Equitable Estoppel**Estoppel by misrepresentation**Estoppel by negligence*

TO: THE ABOVE DISTRICT COURT

NOW COMES Timothy-Charles Holmseth, herein known as Defendant submits this Judicial Estoppel in support of Motion to Dismiss

JUDICIAL ESTOPPEL**THE "NEGATIVE NEXUS"***Negatio destruit negationem, et ambae faciunt affirmationem**Negatio duplex est affirmatio**Article IV (4), Section IV (4), 29 U.S. Code § 1109**Article I (1), Section IX (9), Clause VIII (8), 28 U.S. Code § 1927*

The following will sufficiently establish cause in this case to enforce Judicial Estoppel, and quash these "Defective Practices" which establish this "Negative Nexus" while protecting the Integrity of this court. *Equitable Estoppel*

[This claimant has failed to articulate or provide evidence of an actual "Crime Scene" or even establish a familial relationship. Heretofore the basis of her claim collapses as not based in truth or on fact/s.] Estoppel by misrepresentation

[Negative Nexus] $(-1 \times -1) = 1$]

What the parties see = What the court sees

- 1) The first step is to identify each factor in context of the current practice/s for closer examination.

- a. The first value of (-1) is the evidence presented (or exculpatory evidence intentionally obscured from the eyes of the court) under the premise of being used against Timothy Holmseth in this case, or prosecutorial presumption of counsel unbeknownst to the court. As the court accepts these presentations in "Good Faith" as it has since the establishment of the American Bar Association August 21, 1878.
- b. The "Multiplication Sign (X)" establishes the elapsed time meaning the first factor of (-1) can not change. It is now a "Mathematical Constant" in context from now on. [*you can't un-ring a bell, aka Branding*]
 - i. False allegations of "Domestic Violence" in this case. *28 U.S. Code § 4101*, Florida Statute 741.28 *sub. 2* states, "criminal offense resulting in physical injury or death of one family or household member by another family or household member".
- c. Which brings us to the second factor of (-1) being the conduct of the practitioner at the time of the presentation. This value is "NOT" a mathematical constant in context as we can clearly factor out the negative (-) leaving the value of positive one (1); or the practitioner as a mathematical constant factoring out only his / her conduct.
 - i. Unjust enrichment is an equitable doctrine that provides a remedy where another party knowingly received something of value to which he / she was not entitled, and the circumstances are such that it would be unjust for that person to retain the benefit. *Schumacher v. Schumacher*, 627 N.W.2d 725, 729 (Minn. Ct. App. 2001). A claim in unjust enrichment lies where the defendant's conduct is morally wrong. *Id.*; see also, *ServiceMaster of St. Cloud v. GAB Business Servs., Inc.*, 544 N.W.2d 302, 306 (Minn. 1996) ("To establish an unjust enrichment claim, the claimant must show that the defendant has knowingly received or obtained something of value for which the defendant 'in equity and good conscience' should pay.").
 - ii. Because the language of the cited statute implies authority not granted in the state's Constitution. [*Lex specialis derogat legi generali*, A special Law detracts from the general Law.] The cited statute is a riddle with contradictory language (word salad) which is undecipherable upon review, and leaves too much open for abuse of process to occur as we have now clearly seen in this case. [*Lex injustia non est lex*, An unjust Law is not a Law] *Estoppel by negligence*
- d. This process is where my "Fiduciary License No. 443079" becomes important. This credential qualifies me in the eyes of the court to articulate what constitutes this "Conduct" as "Bad Conduct".
- e. The fact that this practice is currently a monopoly is actually a "Threat to the Integrity of the Court" as we can now see, and measure, what is what in context of "Good Faith Presentation" to the court to insure the highest and best "Standards of Practice" be maintained at all times.

- 2) As we have now established the “Factors” of the “Equation”; we can now use principles of higher mathematics / calculus to begin breaking down the any and all of the negative conduct as it relates to the practice / presentation in family / equity courts so the new equation looks more like:

*[Affectus punitur licet non sequatur effectus]
[Qui destruit medium destruit finem]*

[Negative Nexus] $(-1 \times 1) = -1$]

What the parties see = What the court sees

- 3) We also know that anyone acting under the color of law can not stand on “Good Faith” as outlined in the HOBBS ACT. *Owen v. City of Independence*, 445 U.S. 622 (1980), As we can now clarify the conduct circumstances of this case, the tactics used to establish the “False allegations”; the clarity of *Equitable estoppel*, and the need for it’s application in this case also becomes clear. *[Qui causa decedit causa cadit]*
- a. *Johnson v. Colonial Life & Accident Ins. Co.*, 173 N.C. App. 365, 373, 618 S.E.2d 867, 872 (2005) “Conduct is extreme and outrageous when it is so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.”
- 4) In citation of *The Clean Hands Doctrine*, *The Falsus in uno Doctrine*, and *The Fruit of the Poisonous Tree Doctrine*; the clarity of these most unreasonable behaviors justifies this action as a countermeasure against the conduct being exhibited. *Quod per me non possum, nec per alium*, What I cannot do in person, I also cannot do through the agency of another.
- A) Undecipherable Legal Processes clearly designed to maliciously subdue this Defendant as outlined are in fact the problem in this matter. E~Clause® LLC is an example of what such a Non-Monopolized Practice looks like on paper which can be easily duplicated to Protect the Integrity of the Court, and its Lawful Just Process.

Equitable Estoppel A Defense Doctrine preventing one party from taking unfair advantage of another when, through false language or conduct, the person to be estopped has induced another person to act in a certain way, with the result that the other person has been injured in some way. (*Blacks Law Dictionary, Tenth Edition, page 668, equitable estoppel (1)*)

Estoppel by misrepresentation An estoppel that arises when one makes a false statement that induces another person to believe something and that results in that person’s reasonable and detrimental reliance on the belief.

Estoppel by negligence An estoppel that arises when a negligent person induces someone to believe certain facts, and then the other person reasonably and detrimentally relies on that belief.

[Non est arctius vinculum inter homines quam jusjurandum]
 [Nec curia deficeret in justitia exhibenda]
 [Malitiis hominum est obviandum]
 [Lex non novit patrem, nec matrem: solam veritatem]
 [The Exclusionary Rule, Falsus in uno doctrine, Clean Hands doctrine]

To put into perspective the implementation of E~Clause® LLC as an Independent Practice citing Fed. R. Civ. P. 14 and 37; this document can be explained mathematically as follows:

[Negative Nexus] $(-1)[(-1 \times -1) = 1]$
What the parties see = What the court sees

$-1 \neq 1$

On the "Equity Scale", the ability to thwart inequities is necessary.

AFFIDAVIT

Timothy-Charles Holmseth hereby swears under oath, statements made in this documentation are, to the best of my knowledge and belief, to be the truth and understand the penalties for knowingly making false statements could include fines and/or imprisonment.

DATE: 5/21/2019

Timothy C. Holmseth
 Timothy C. Holmseth

State of Minnesota, County of Sherburne

Sworn to or affirmed and signed before me on this date: 5/21/19

By: (Notary Public) Greg Gehard



My commission expires: 1/31/2020

CERTIFICATE OF SERVICE

I, Randi L. Erickson, Manager of Town Centre Real Estate Services, LLC - 9285 205th Avenue NW, Elk River, Minnesota 55330, hereby certify that I placed a true and correct copy of the foregoing document **Judicial Estoppel** was placed in the U.S. Mail in Elk River, Minnesota on May 21st, 2019 and mailed to:

Ronald I. Galstad, Esquire
City Attorney
411 Second Street N.W., Ste. D
P.O. Box 386
East Grand Folks, Minnesota 56721
rgalstad@gjmlaw.com

This the 21st day of May 2019.

Randi L. Erickson, Manager

Notary Signature and Stamp



CERTIFICATE OF SERVICE

I, Randi L. Erickson, Manager of Town Centre Real Estate Services, LLC - 9285 205th Avenue NW, Elk River, Minnesota 55330, hereby certify that I EMAILED a true and correct copy of the foregoing document **Judicial Estoppel** to the email address of Ronald I. Galstad, rgalstad@gjmlaw.com on May 21st, 2019.

Randi L. Erickson, Manager - randi@realestateexperts.com

Notary Signature and Stamp



2

Court Name: Florida Middle District
Division: 5
Receipt Number: OCA011576
Cashier ID: [REDACTED]
Transaction Date: 11/02/2020
Payer Name: E-CLAUZE LLC

CIVIL FILING FEE
For: E-CLAUZE LLC
Amount: \$400.00

PAPER CHECK CONVERSION
Remitter: E-CLAUZE LLC
Check/Money Order Num: 2021
Amt Tendered: \$400.00

Total Due: \$400.00
Total Tendered: \$400.00
Change Amt: \$0.00

[REDACTED]

Payments by check/money order will result in a one-time electronic debit from your account. Funds may be withdrawn within 24 hours. If there are insufficient funds, we will impose a \$53.00 fee.

3

DUPLICATE

Court Name: U. S. District Court, MD/TN
Division: 3
Receipt Number: 34675087618
Cashier ID: Inawson
Transaction Date: 11/09/2022
Payer Name: Timothy Holmseth

CIVIL FILING FEE- NON-PRISONER
For: Timothy Holmseth
Amount: \$402.00

Paper Check Conversion
Amt Tendered: \$402.00

Total Due: \$402.00
Total Tendered: \$402.00
Change Amt: \$0.00

3:22-cv-0912 filing fee

FedEx

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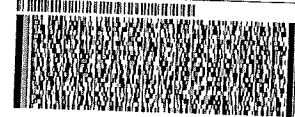
Align top of FedEx Express® shipping label here.

ORIGIN ID: J016 (812) 701-5600
TIMOTHY CHARLES HOLBRETH
808 CARMICHAEL RD
FARMERS
HUDSON, WI 54016
UNITED STATES US

SHIP DATE: 16NOV22
WEIGHT: 0.75 LB
CAD: 6556665/55F02341
BILL CREDIT CARD

TO CLERK OF COURT
FRED D THOMPSON US COURTHOUSE
719 CHURCH ST

NASHVILLE TN 37203



FedEx
Express
E

TRKA 3906 6323 7927

WED - 16 NOV 4:30P
STANDARD OVERNIGHT

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